

CROCKER KUNO

November 3, 2008

**CROCKER KUNO**

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**Received**

✓ Stephen J. Hueffed  
Amy D. Turnbull  
POB 274  
4680 State Highway 6  
Doty, WA 98539

La Ferme de Metras, LLC  
POB 274  
4680 State Highway 6  
Doty, WA 98539

Re: Limited Engagement of Crocker Kuno PLLC for Stephen J. Hueffed and  
Amy D. Turnbull, individually and La Ferme de Metras, LLC

Dear Mr. Hueffed, Ms. Turnbull, and La Ferme de Metras, LLC:

1. Scope of Representation

This letter is to confirm that you have retained Crocker Kuno PLLC in connection with a personal Chapter 11 bankruptcy for Stephen J. Hueffed and Amy D. Turnbull and a corporate Chapter 11 bankruptcy for La Ferme de Metras, LLC. We are pleased to have this opportunity to work with you.

2. Conflicts

Based on the list of creditors you have provided, Crocker Kuno does not believe that any conflicts exist between you and any of our present clients.

We are precluded by our Rules of Professional Conduct from representing multiple clients with potentially adverse interests unless we reasonably believe that we can adequately represent the interests of each client without adversely affecting the relationship with the other client and unless each client consents in writing to the multiple representation after consultation and a full disclosure of the material facts. We do not believe that any actual conflicts will arise in our representation of Stephen Hueffed, Amy Turnbull, and La Ferme de Metras, LLC. However, if an actual conflict does arise, Crocker Kuno will have to withdraw from representation of all parties.

Furthermore, Crocker Kuno may be prevented from representing both parties by federal bankruptcy law if doing so would cause Crocker Kuno to fail the "disinterested" test. Crocker Kuno anticipates filing two separate Chapter 11 cases, moving to consolidate them for administrative purposes, and then seeking bankruptcy court approval to be appointed as counsel for both Chapter 11 Debtors.

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Crocker Kuno would encourage you to review these conflict provisions and to seek independent counsel to determine whether you should waive the potential conflict. By signing this Engagement Letter, you are expressly waiving any conflict of interest as between Stephen Hueffed and Amy D. Turnbull personally and La Ferme de Metras, LLC.

3. Basis for Fee

We believe that a complete understanding as to the basis of our charges and the method of payment of our charges are essential to our relationship. In connection with our representation, we agree that you shall pay Crocker Kuno at the customary hourly rate in effect when legal services are provided to you. Our firm currently charges \$295-\$350 an hour for partners and of counsel; \$180-\$225 an hour for associates, \$140 an hour for our paralegal; and \$125 an hour for our legal assistants and law clerks.

4. Uncertainties Regarding Outcome and Total Fees

Because of uncertainties regarding the nature and extent of the matters on which we will represent you, including any potential opposition to be encountered in our representation, we cannot predict accurately the total amount of legal fees to be incurred.

5. Billing

Legal services include all time expended on your behalf, including but not limited to telephone conversations, personal conferences, preparation, research, drafting, negotiating, court appearances, and travel. It is Crocker Kuno's practice to keep daily records of time expended, including a description of the services rendered.

Our policy is to not charge a client for normal overhead costs such as postage or day-to-day photocopies or faxes. You are, however, obligated to pay directly all Crocker Kuno's out-of-pocket expenses, including, and without limitation, court reporters, independent experts and professionals such as appraisers and investigators, travel expenses, special mailing or couriers, and certain document production costs. We may advance the payment or obligate ourselves to pay for such expenses. Such advanced payments or obligation to pay such out-of-pocket expenses become part of our charges.

Crocker Kuno normally renders bills that reflect our charges on a monthly basis. The bills will describe the matter and services performed and will separately identify fees for legal services and out-of-pocket expenses. Some expense charges, because of the lag in the receipt or recording of such charges, may not be billed until a later billing cycle than the date on which the expense was incurred. We welcome any questions or comments you may have about your bill.

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Attorneys' fees in the Chapter 11 case cannot be paid until approved by the bankruptcy court. You will receive informational statements so that you can track the fees in your case. After court allowance of our fees and/or fees incurred outside of the Chapter 11 case, a late payment will accrue on the unpaid balance at the rate of 1.0% per month. Balances will be considered due twenty days after the date of billing. Payments received from client shall be first applied to any late charges and then to costs and fees.

6. Retainer

Crocker Kuno requests a \$20,000 retainer plus two Chapter 11 filing fees of \$1,039, for a total of \$22,078.00. Of that amount, \$10,000 of the retainer and both filing fees must be received prior to filing your Chapter 11 cases. The remaining \$10,000 must be received as soon as possible after the filing of the petition.

7. Crocker Kuno PLLC's Obligations

We will notify you promptly of all significant developments and consult with you or your representative, in advance as to any significant decision attendant to those developments. We will endeavor to keep you informed of all of our activities on its behalf. You will receive copies of all correspondence, memoranda and other documents relating to this matter.

8. Termination

Either you or Crocker Kuno may terminate our relationship if the other fails to live up to its obligations under this agreement. Crocker Kuno may also terminate its representation immediately upon conversion to Chapter 7. If you terminate our representation, you agree that Crocker Kuno will promptly seek court approval and that you will pay Crocker Kuno for all of our services and expenses incurred through the termination. If withdrawal or termination occurs, we will cooperate with any successor counsel to accommodate a smooth transition of the representation.

9. Confidentiality

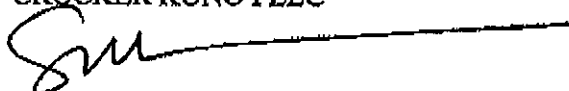
We recognize our duty to maintain confidentiality. In addition, you should be aware that the attorney-client privilege protects any communication between you and us. This privilege applies so long as neither you nor we communicate the privileged information to anyone else with whom you do not have a similar privilege; otherwise, the privilege is waived. Privileged information cannot be used in court or admitted as evidence without your consent. Therefore, to preserve the privilege you should not show written communications or discuss oral communications with anyone unless that communication is itself also privileged. Disputes can arise as to whether certain items are or are not privileged information, and if anyone has any questions about this, be sure to ask.

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If this letter accurately sets forth the terms of our engagement, please date, sign and return to me the enclosed copy of this letter agreement. We look forward to our representation of you in this matter. If you have any questions at any time regarding these matters or our representation, please call me.


Very truly yours,

CROCKER KUNO PLLC

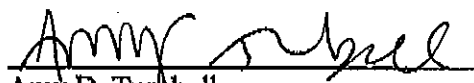


Shelly Crocker

ACKNOWLEDGED AND AGREED:

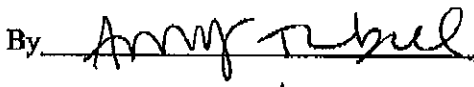

  
Stephen J. Hueffed

11-20-08  
Dated

  
Amy D. Turnbull

11-21-08  
Dated

LA FERME DE METRAS LLC

By   
Its 

11/21/08  
Dated